

REMARKS

Claim 1 has been amended.

35 U.S.C. 112§ rejections

Claims 1-5 have been rejected under 35 U.S.C. §112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

With regard to claim 1, claim 1 has been amended to clarify the delivery of a printed book other than by telecommunication lines. The amendment is believed to overcome the Examiner's rejection, and it is respectfully requested that the rejection be withdrawn.

With regard to claims 1, 4 and 5, the amendment to claim 1 clarifies who is acting in the "inputting predetermined items" step. Namely, "the person" is who is acting to perform the step of inputting. Claims 4 and 5 claim steps within the step of "inputting predetermined items" and are therefore accomplished by the same entity, namely "the person". Thus, the amendments to claim 1 are believed to overcome the Examiner's rejection, and it is respectfully requested that the rejection be withdrawn.

35 U.S.C. 102§(b) rejections

Claim 1 is rejected under 35 U.S.C. §102(b) as being anticipated by the Ebookstand website. Claim 1, as amended, specifically claims the display of a book list, a user selecting a book from the list, displaying at least a partial content of the book that the user selects, and the ability to input predetermined items when purchasing a selected book. The predetermined items include at least a mailing address for the user. The predetermined items go to a vendor who then prints the desired book and delivers it to the user. Ebookstand website does not teach each of these steps. Ebookstand website specifically teaches only ordering online electronic books which are delivered through the network and are read on a monitor or printed by the purchaser using a printer to printed loose sheets. There is no teaching of a vender who prints and delivers the book in response to inputting the predetermined items. Thus, since each and every element of the claimed invention as claimed in amended claim 1 is not taught by Ebookstand website, there can be no anticipation. It is respectfully requested that the rejection of claim 1 be withdrawn.

35 U.S.C. §103(a) rejections

Claims 1 and 5 are rejected under 35 U.S.C. §103(a) as being unpatentable over Bookbrowse.com website in view of Barnes and Noble.com. The Examiner states that Bookbrowse does not teach entering predetermined items required to purchase a book, but that Barnes and Noble.com does. Neither reference, however, teaches or suggests the information being further directed to a vendor who then prints the desired book and delivers it to the user. Since the step is neither taught nor suggested by either reference, claim one as amended is believed to be in condition for allowance. Withdrawal of the rejection of claim 1 is respectfully requested.

Claim 5 depends from claim 1, and is allowable for the same reasons. Withdrawal of the rejection of claim 5 is respectfully requested.

Claim 4 is rejected under 35 U.S.C. §103(a) as being unpatentable over Bookbrowse in view of Barnes and Noble as applied to claim 1 above, and further in view of Garrido. The rejection of claim 4 as unpatentable over Bookbrowse in view of Barnes & Noble is believed to be improper for the reasons discussed in connection with claim 1 above.

Furthermore, a book recommendation home page wherein portions of a selected book's content can be reviewed, and is further linked to a printer's or book binder's home page which will then prints and deliver the book is not taught or suggested by Garrido. Carried out does not teach a book recommendation page wherein a book is selected in portions of the content are displayed. Furthermore, Garrido does not teach a "vendor". Carried out teaches a specialized "EBS 2" which is electronic bookstore receiving the text from a memory source and using that feed to printed book. This is not a vendor, such as a printer or book binder having text on hand which is then printed. Thus, the method of the present invention as claimed in claim 1 and 4 are not taught by the combination of references.

Additionally, it would be improper to combine Garrido with Bookbrowse and Barnes & Noble. Barnes & Noble is a retailer of books selling printed books from their stocks. Book browse similarly connects with booksellers which maintain stocks of printed books. There is nothing in any of the references to suggest that a retailer of books should receive book orders and prints the books to order. Booksellers specifically sell books from stocks on hand and do not printed as needed. Thus, the combination is believed

to be improper. Withdrawal of the rejection of claims 1 and 4 is respectfully requested.

Claims 2 and 3 are rejected under 35 U.S.C. §103(a) as being unpatentable over Bookbrowse in view of Barnes and Noble as applied to claim 1 above, and further in view of Hartrick et al. The rejection of claims 2 and 3 as unpatentable over Bookbrowse in view of Barnes & Noble is believed to be improper for the reasons discussed in connection with claim 1 above. Furthermore, Hartrick et al. does not provide the missing elements. Furthermore, Hartrick et al. does not provide the entire content of the book for viewing prior to purchase. In fact, Hartrick requires the payment of royalties prior to printing of the text.

Claims 2, 3 and 5 are rejected under 35 U.S.C. §103(a) as being unpatentable over Ebookstand. The rejection of claims 2, 3 and 5 as unpatentable over Bookbrowse is believed to be improper. Ebookstand website specifically teaches only ordering online electronic books which are delivered through the network and are read on a monitor or printed by the purchaser using a printer to printed loose sheets. There is no teaching, suggestion or motivation to link with a vender who prints and delivers the book in

response to inputting the predetermined items. Ebookstand is specifically taught as an electronic book provider. Providing printed books is directly taught away from by the reference. Ebookstand provides text material entirely through a network connection, as an alternative to printed books. It is respectfully requested that the rejection of the claims be withdrawn.

The rejection of claims 2, 3 and 5 as being unpatentable over Ebookstand in view of Hartrick et al. is also believed to be improper for the reasons stated above in connection with the rejection of claims 2, 3 and 5 as being unpatentable over Ebookstand. Additionally, Hartrick et al. does not teach our suggested the steps of linking a vendor with the vendor printing a selected book and delivering it to the user.

SUMMARY

Specifically absent from the cited references is a method which allows a user to select a book, view at least portions of the content of the book, link to vendors having the ability to printed that book, then have the vendor printed and deliver a copy of the book. Since none of the applied references teach, suggest or provide motivation for applicant's claimed structure and since none of the applied references can achieve the functions of the present invention, applicant believes that claims 1-5 are in condition for allowance.

In view of the foregoing, it is submitted that each of the claims is in condition for allowance. Withdrawal of the rejections and allowance of the claims is respectfully requested. Should there be any questions or remaining issues, Examiner is cordially invited to telephone the undersigned attorney for a speedy resolution.

Respectfully requested,



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